

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.48
(ID # 21815)

MEETING DATE:
Tuesday, June 27, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

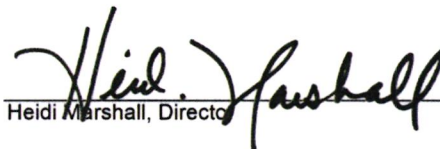
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approval of Workforce Innovation and Opportunity Act (WIOA) Service Agreement with Arbor E&T, LLC as the One-Stop Operator assisting four Americas Job Centers of California (AJCC's) in coordinating relationships with key partners and service providers effective from July 1, 2023 through June 30, 2024, All Districts. [\$150,000 - 100% Federal WIOA funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);

Continued on Page 2

ACTION:Policy


Heidi Marshall, Director 6/9/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the allocation and award of the Workforce Innovation and Opportunity Act (WIOA) Title 1 funds for the One-Stop Operator Services to Arbor E&T, LLC in the amount of \$150,000 for Fiscal Year 2023/2024;
3. Approve the attached WIOA Service Agreement for the America’s Job Center of California (AJCC) One-Stop Operator Services for Arbor E&T, LLC to serve as the One-Stop Operator effective July 1, 2023 through June 30, 2024;
4. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to submit and execute the Agreement, substantially conforming in the form and substance to the Service Agreement with Arbor E&T, LLC and approve as to form by County Counsel for a total amount of \$150,000;
5. Authorize the Director of HWS, or designee, based on the availability of funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$150,000	\$150,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Workforce Innovation and Opportunity Act Title I Funds			Budget Adjustment: No	
			For Fiscal Year: 2023-2024	

C.E.O. Recommendation: Approve

BACKGROUND:

Summary

The County of Riverside Department of Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) administers the Workforce Innovation and Opportunity Act (WIOA) program, which is federally funded through the Department of Labor (DOL). Federal funds received under WIOA are allocated to activities that link resources, people, businesses, and education resulting in a competitive workforce. Related programs and services benefit workers and employers in Riverside County. The WDD administrates implementation of WIOA-funded programs and services.

The programs and services are delivered to residents through the Americas Job Centers of California (AJCC’s), which serve as a one-stop delivery system of multiple partners and service providers within the Local Workforce Development Area (Local Area). The Local Area is comprised of (4) comprehensive AJCC’s located in the following cities: Riverside (Western County), Hemet (Mid-County), Indio (East County), Moreno Valley (Western County) and one (1) Satellite Center in Blythe (East County). DOL and WIOA regulations

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

require the utilization of a One-Stop Operator to coordinate service delivery among all AJCC's partners and service providers within the Local Area.

The duties of the One-Stop Operator include, but are not limited to the following:

- Facilitates and coordinates partnerships and linkages between service providers and partners that include, Department of Rehabilitation, Adult Education, State of California Employee Development Department, Community Colleges, K-12 and local non-profits and Community Based Organizations.
- Ensures a seamless referral system amongst all partners.
- Ensures the AJCC's are in compliance with state and federal regulations.
- Administers a Partner Memorandum of Understanding that establishes a cooperative working relationship amongst all partners.
- Reports to the Local Board on operations, performance, and continuous improvement recommendations.
- Implements policies established by the Local Board and adhere to all applicable federal and state guidance.

WIOA regulations further require that the One-Stop Operator is selected through a competitive selection. Therefore, on February 1, 2023, the County of Riverside Purchasing Department on behalf of HWS/WDD released a Request for Proposal to solicit year-round services from an experienced and qualified entity to serve as the AJCC One-Stop Operator for WDD. As a result, Arbor E&T, LLC was awarded as the One-Stop Operator for Program Year 2023/2024, commencing July 1, 2023, through June 30, 2024, with an option to extend for three additional one-year periods, subject to Board approval, satisfactory contractor performance and availability of WIOA funds through June 30, 2027.

The proposed AJCC's One-Stop Operator agreement was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of workforce services and employment and training activities for Riverside County youth, adults, and employers. It can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts.

Impact on Residents and Businesses

Approving AJCC's One-Stop Operator agreement will allow for continued management and partner coordination of the AJCC's to serve all residents and businesses throughout the County.

Additional Fiscal Information

There are no general fund costs associated with approving the AJCC's One-Stop Operator

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Agreement.

ATTACHMENTS:

- AJCC's One-Stop Operator Agreement


Brianra Lontajo, Principal Management Analyst 6/21/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 6/14/2023

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Office of the Board of Supervisors 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Catalog of Federal Domestic Assistance (CFDA) - WIOA Adult Program# 17.258
Catalog of Federal Domestic Assistance (CFDA) - WIOA Dislocated Worker# 17.278

Catalog of Federal Domestic Assistance (CFDA) - WIOA Adult Program# 17.258
Catalog of Federal Domestic Assistance (CFDA) - WIOA Dislocated Worker# 17.278

PROFESSIONAL SERVICE AGREEMENT

for

AMERICA'S JOB CENTER OF CALIFORNIA ONE-STOP OPERATOR SERVICES

between

COUNTY OF RIVERSIDE

and

ARBOR E&T, LLC



JUN 27 2023 348

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	4
2. Period of Performance.....	4
3. Compensation.....	5
4. Alteration or Changes to the Agreement.....	6
5. Termination.....	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor.....	7
8. Inspection of Service: Quality Control/Assurance	8
9. Independent Contractor/Employment Eligibility.....	8
10. Subcontract for Work or Services	10
11. Disputes.....	10
12. Licensing and Permits.....	11
13. Use by Other Political Entities.....	11
14. Non-Discrimination	11
15. Records and Documents	12
16. Confidentiality	12
17. Administration/Contract Liaison	12
18. Notices.....	13
19. Force Majeure	13
20. EDD Reporting Requirements	14
21. Hold Harmless/Indemnification.....	14
22. Insurance	15
23. General	17
Exhibit A-Scope of Service.....	23
Exhibit B-Payment Provisions.....	26
Exhibit C-Invoice/Payment Template	29

This Professional Service Agreement for America's Job Center of California One-Stop Operator Services ("Agreement"), is made and entered into effective the **1st** day of July 2023, by and between ARBOR E&T, LLC, DBA Equus Workforce Solutions, a Kentucky Limited Liability Company, (herein referred to as the "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its WORKFORCE DEVELOPMENT DIVISION (WDD), (herein referred to as the "COUNTY").

RECITALS

WHEREAS, the COUNTY has entered into a grant agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA); and

WHEREAS, WIOA authorizes state and local workforce agencies such as the COUNTY, through the Riverside County Workforce Development Board, to provide oversight for the WIOA programs, including, but not limited to meeting State workforce performance goals, while addressing the workforce needs of the local economy; and

WHEREAS, the CONTRACTOR will serve as the facilitator and coordinator of the WDD's America's Job Center of California (AJCC) partner shared services, manage the Partner Memorandum of Understanding (MOU), and is expected to coordinate delivery of services utilizing the partner MOUs to sustain the unified system initiated by resource sharing and joint infrastructure cost funding; and

WHEREAS, in connection with the State of California to administer the WIOA programs', the COUNTY issued a Request for Proposal, Program Year 2023-2024 (RFP) on February 01, 2023 to solicit America's Job Center of California One-Stop Operator Services to work with the WDD's AJCC and to serve as the facilitator and coordinator for partner shared services, and manage the Partner MOU. The RFP is incorporated herein by this reference; and

WHEREAS, CONTRACTOR responded to the RFP and based on CONTRACTOR's prior experience as a One-Stop Operator, COUNTY awarded CONTRACTOR with an allocation of WIOA funds to provide One-Stop Operator services; and

WHEREAS, the COUNTY desires to contract with the CONTRACTOR based on an evaluation teams recommendation and the CONTRACTORS's responses to the RFP.

NOW THEREFORE, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY and CONTRACTOR hereby agree as follows:

1. Description of Services

1.1 The CONTRACTOR shall provide One-Stop Operator services as outlined and specified in the Scope of Services, attached hereto, and incorporated herein as Exhibit A, the Payment Provisions, attached hereto and incorporated herein as Exhibit B, and the RFP, at the not to exceed fee stated in Paragraph 3.1. The RFP and CONTRACTOR's response to the RFP submitted on March 07, 2023, are each hereby incorporated herein by this reference.

1.2 CONTRACTOR represents that it has the skills, experience, knowledge, personnel, equipment, and facilities necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

The CONTRACTOR shall perform the scope of services for the COUNTY in a timely manner and COUNTY'S satisfaction, as more specifically set forth in Exhibit A, Scope of Services, and in Exhibit B, Payment Provisions, as such services are necessary for the provision of One-Stop Operator Services. This Agreement shall commence effective July 1, 2023, and expire on June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, pursuant to the Payment Provisions set forth in Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed one-hundred and fifty thousand dollars (\$150,000.00) annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or products, unless agreed to by the COUNTY in writing.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI)- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and conforming to Exhibit C, attached hereto, and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. The CONTRACTOR shall prepare invoices in duplicate and send the original and duplicate copies of invoices to:

**RIVERSIDE COUNTY WORFORCE DEVELOPMENT DIVISION
ATTN: ACCOUNTS PAYABLE
1325 SPRUCE ST. SUITE 400
RIVERSIDE, CA 92507**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total and shall conform to the Invoice Form

attached hereto as Exhibit C.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, the COUNTY is not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent, or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

-
- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<https://www.visualofac.com/regulations/excluded-parties-list-system>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR

further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service: Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the

CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded healthcare services by contract with COUNTY in the event that they are currently sanctioned

or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended, or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the CONTRACTOR and COUNTY. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither COUNTY nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

13. Use By Other Political Entities

13.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall comply with the nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity. The CONTRACTOR will "comply fully with the nondiscrimination and equal opportunity provisions of the WIOA" (29 CFR Part 38 Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42

U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Agreement.

15. Record Retention and Documents

CONTRACTOR shall retain all records pertaining to this Agreement for a period of seven (7) years after termination of this Agreement. If, at the end of seven (7) years, there is an ongoing litigation or an audit involving those records, the CONTRACTOR shall retain the records until the resolution of such litigation or audit is completed. The Department of Labor, the Grantor, and the COUNTY reserve the right to monitor and visit, announced or unannounced, the CONTRACTOR facilities at any time during normal business hours. The monitoring shall be conducted in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

WORKFORCE DEVELOPMENT
DIVISION ATTN: HEIDI MARSHALL
DIRECTOR OF HOUSING AND
WORKFORCE SOLUTIONS
DEVELOPMENT 1325 SPRUCE ST.
SUITE 400
RIVERSIDE, CA 92507

CONTRACTOR

ARBOR E&T, LLC EQUSS WORKORCE
SOLUTIONS
ATTN: ADRINEH TERANTONIAN
23080 ALESSANDRO BLVD., SUITE 236
MORENO VALLEY, CA 92553

(COPY TO):
ARBOR E&T, LLC
OFFICE OF GENERAL COUNSEL
805 N. WHITTINGTON PARKWAY, SUITE 400
LOUISVILLE, KY 40222

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement, when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its Local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at: www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception

of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

23.13 If any project produces patentable items, patent rights, processes, or inventions in the course of work under a Department of Labor (DOL) grant or agreement, the CONTRACTOR shall report the fact promptly and fully to the COUNTY. The COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the COUNTY and the DOL or its representative on these

matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34.

23.14 Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the COUNTY which developed the work are free to copyright material or to permit others to do so. The COUNTY and the Workforce Development Board shall have a royalty-free, non-exclusive, and irrevocable license to produce, publish, and use and to authorize other to use all copyrighted material.

23.15 All original reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the COUNTY.

23.16 Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier). The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Agreement.

23.17 The CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under WIOA. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the

CONTRACTOR's office and always made available for audit and monitoring purposes for a period of no less than seven (7) years after the COUNTY makes final payment and all pending matters are closed.

23.18 The CONTRACTOR will comply with controls, recordkeeping, and accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper accounting for funds paid under this Agreement. At such times and in such form, the COUNTY may require statements, records, reports, data, and information pertaining to this Agreement be maintained on file for purpose of an audit

or examination. Retention of all records for seven (7) years after the County makes final payment and all other pending matters are closed, is required.

23.19 The CONTRACTOR shall establish and implement appropriate internal management procedures to prevent fraud, abuse, and criminal activity. Further, the CONTRACTOR shall establish a reporting process to ensure that the COUNTY is notified immediately of any allegation of WIOA-related fraud, abuse, or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the CONTRACTOR's file.

23.20 Should the CONTRACTOR fail to perform the services as outlined in Exhibit A, the COUNTY and the CONTRACTOR will meet and confer to modify the Scope of Services and compensation arrangements.

23.21 CONTRACTOR represents and warrants that CONTRACTOR is registered to do business in the State of California with the California Secretary of State.

23.22 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts amount parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Page Intentionally Blank]

[Signatures on Following
Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Workforce Development Division

ARBOR E&T, dba Equus Workforce Solutions
a corporation of the State of Kentucky

By: _____
Heidi Marshall
Director of Housing and Workforce Solutions

By: _____
Mark Douglas
President and CEO

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Lisa Sanchez
Deputy County Council

**EXHIBIT A
SCOPE OF SERVICES**

ROLES AND RESPONSIBILITIES OF THE AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) OPERATOR:

1. CONTRACTOR shall facilitate, access and report to the County of Riverside Workforce Development Department (WDD), the coordination of service delivery of required AJCC partners and service providers.
2. CONTRACTOR shall ensure AJCC One-Stop Operator oversee the electronic partner referral system. Contractor will work with partners that are unable to implement electronic partner referral with an alternate referral system.
3. CONTRACTOR shall develop a script to present information to the WDD in an easy-to-understand format without jargon or acronyms to explain the role of the AJCC One-Stop Operator in the workforce system. Updates shall be brief and no longer than two minutes in duration.
4. CONTRACTOR shall acknowledge the AJCC One-Stop Operator's regular newsletters and weekly email notification to AJCC partners shall not constitute the full scope of required communications with partners. The AJCC One-Stop Operator shall facilitate one stop coordination and arrange additional meetings with partners as needed or requested, as well as providing training and resource information for new and existing AJCC partners.
5. CONTRACTOR shall ensure the AJCC One-Stop Operator shall proactively provide relevant information to the AJCC partners in the form of announcing opening/closures of AJCC's, changes to operational schedules, service delivery and availability of in-person appointments, use of the Career Resource Areas (walk-in or appointment), virtual appointments, on-demand orientations, workshops, live distance learning and any other partner services.
6. CONTRACTOR shall ensure the AJCC One-Stop Operator updates the detailed AJCC partner matrix and a quick reference at-a-glance guide for all partners. CONTRACTOR shall provide a draft of the detailed matrix and at-a-glance guide to the COUNTY by August 31, 2023. The AJCC One-Stop Operator is responsible to provide and inform each partner of the full range of services available amongst each AJCC partner. The AJCC One-Stop Operator shall update the matrix monthly and provide in a format that is easily accessible/self-service to ensure partners are informed of each partner services available. The matrix will include up-to-date contact names, phone numbers and emails. The AJCC One-Stop Operator shall maintain and post the matrix and at-a-glance guide on the COUNTY'S SharePoint intranet in the AJCC Partner container.
7. CONTRACTOR shall provide COUNTY with Partner Meeting schedule to include the Joint Integrated Management Meetings (**HMM**), Business Engagement Team (BET) and general partner meetings scheduled monthly, quarterly, and bi-annually. Updated calendars shall be posted to the COUNTY SharePoint intranet in the AJCC Partner container as necessary for access by all partners. CONTRACTOR shall insure COUNTY receives meeting calendars to the COUNTY no later than August 1st annually, or within 60 days of agreement execution.

Meeting agendas and the annual meeting calendar shall be posted by CONTRACTOR on the COUNTY SharePoint intranet for access by all AJCC partners.

8. CONTRACTOR shall ensure all comprehensive and affiliate AJCC sites are included in the partner calendar, along with notification to all AJCC partners whether co-located or non-co-located at the AJCCs; provide an

AJCC One-Stop Operator report for (monthly, quarterly, and bi-annual meetings). CONTRACTOR shall use a template for meetings and notes and upload to the COUNTY SharePoint intranet for review by partners.

9. COUNTY shall email the AJCC One-Stop Operator the Workforce Development Board survey results once receipt of the reports for internal observation of AJCC operations and to facilitate partner process improvements within the AJCC system.
10. CONTRACTOR shall ensure AJCC One-Stop Operator provides proactive and innovative ways to involve partners in understanding each partners' role within the AJCC system. The AJCC One-Stop Operator shall conduct quarterly focus groups and surveys to confirm all partners understanding of their role in creating improvements for customer outcomes within the AJCC system. Results of the partner focus groups, surveys, Continuous Quality Improvement surveys (aggregate), partner process improvements, innovations and best practices shall be published by the AJCC One-Stop Operator and made available to all partners to review in the COUNTY SharePoint intranet.
11. CONTRACTOR shall have AJCC One-Stop Operator conduct monthly onsite visits to each Comprehensive AJCC and shall conduct virtual meetings or phone contact to network with partners; Riverside, Hemet, Indio, and Moreno Valley; Affiliate AJCC; Blythe, and Corona/Norco Adult School to be visited on a quarterly basis to network with all onsite AJCC partners.
12. CONTRACTOR shall facilitate, assess, and report on the implementation of partner responsibilities and contributions agreed upon in the Partner Memorandum of Understanding.
13. CONTRACTOR shall assess each partner's in-kind contributions to the AJCC's and shall refer partner to the COUNTY if amendments are necessary. The AJCC One-Stop Operator shall meet with partners as needed to fully develop and grow partnerships as appropriate. Meetings shall be coordinated by either funding titles and/or grouped according to populations served to discuss partner roles and contributions to the AJCC's and address questions, changes, or concerns. Not all partners are capable of expanding contributions to the AJCC and may remain static in their partnership. The One-Stop Operator shall also facilitate the orientation of new partners to the AJCC system.
14. CONTRACTOR shall have the AJCC One-Stop Operator communicate to COUNTY regarding partner Amendment requests. If required, Amendments shall be requested and submitted no later than March 31 of each program year to the to allow COUNTY sufficient time to review the Resource Sharing Agreements, to include budget revisions, changes to partner contributions, cash, in-kind contributions, secure approvals, authorized partner signatures and forms as required per the WIOA Partner MOU.

-
15. CONTRACTOR shall require the AJCC One-Stop Operator submit written reports addressing the on-going coordination of AJCC partners and service providers to the COUNTY Deputy Director and/or the WDB Executive Committee on a quarterly basis. The reports shall consist of activities occurring with the partners and service providers:
 16.
 - a. Create an inclusive environment, foster consensus and an equal voice for all AJCC partners; both co-located and non-co-located (Comprehensive and Affiliate sites).
 - b. Facilitate and encourage partner communication and on-going referral of common customers to, and within the AJCC System.
 - c. Deploy a tracking system to measure each partners usage of the AJCC, including non-co-located partners (in order to determine future Resource Sharing reporting requirements to be implemented by the State Workforce Services Division);
 - d. Use electronic surveys to query AJCC partners to address Continuous Quality Improvement (CQI), focus groups amongst all AJCC partners to insure consistent communication (coordination), customer service
(External, internal and across partners) and processes (service delivery) to all workforce customers. The intent of CQI is a data driven improvement process through a Plan-Do-Check-Act cycle.
 - e. Communicate policies established by the WDD.
 17. CONTRACTOR and the AJCC One-Stop Operator and the Adult and Dislocated Worker Service Provider (COUNTY) shall ensure timely review of State Directives and/or Draft Directives issued by the Employment Development Department, Workforce Services Division for review by the workforce community. As Local Workforce Development Area (COUNTY) policy is updated, COUNTY shall email policy updates to the One-Stop Operator. CONTRACTOR and COUNTY must determine the impact of any WIOA policy revisions or new policy directives and ensure local policy implementation is clearly communicated; first electronically; at the JIMM's and disseminated amongst all partner staff of the AJCCs, (co-located and non-co-located partners).
 18. CONTRACTOR and WDD shall insure the AJCC's adhere to all applicable Federal and State guidance.
 19. CONTRACTOR shall insure the One-Stop Operator provides the following reports to the partners and COUNTY:
 - a. Labor Market Information (partners)
 - b. Customer Service Observation (partner interaction)
 - c. Customer Resource Area (CQI Observation)
 - d. Monthly Status and Deliverable Reporting
 - e. CQI Monthly site visit results
 - f. Partner improvement plans

EXHIBIT B
PAYMENT PROVISIONS

CONTRACTOR shall provide the following deliverables at the rates identified below:

Deliverable	Percentage of OSO Time	Evidence of Completion	Amount	Frequency Billed	Amount to be Billed
Detailed AJCC partner matrix updated monthly	5.88%	CQI review sheets, meeting notes, usage reports	\$8,823.53	Monthly	\$735.29
Coordination of service delivery of partners and service providers	5.88%	CQI review sheets, meeting notes, usage reports	\$8,823.53	Monthly	\$735.29
CQI monthly review of partners services in accordance with MOU	5.88%	CQI review sheets	\$8,823.53	Monthly	\$735.29
Survey Results	5.88%	Partner Survey Report/Survey Monkey (quarterly) Customer Survey Reports (monthly)	\$8,823.53	Monthly	\$735.29
Presentation to the WDB	5.88%	Presentation Template	\$8,823.53	Quarterly	\$2,205.88
Newsletters and weekly email notification to AJCC partners	5.88%	Newsletter Copy of email	\$8,823.53	Newsletter (monthly) Email notification (weekly)	\$735.29
Customer service observation (partner interaction with job seekers) Monthly site visits to Comprehensives	5.88%	CQ checklist (Three partners observed per month)	\$8,823.53	Monthly	\$735.29

New Partner Outreach	5.88%	Outreach tracking sheets, meeting notes, flyers of community events	\$8,823.53	Monthly	\$735.29
Report on the implementation of partner responsibilities and contributions per MOU	5.88%	Monthly MOU Review Report	\$8,823.53	Monthly	\$735.29
Monthly status deliverable reporting	5.88%	Monthly OSO Report	\$8,823.53	Monthly	\$735.29
Provide updated LMI to partners	5.88%	LMI Data	\$8,823.53	Monthly	\$735.29
Reports for on- going coordination of AJCC partners and service	5.88%	Quarterly Referral Tracking Reports	\$8,823.53	Quarterly	\$2,205.88
AJCC One-Stop Operator report for all partner meetings	5.88%	Monthly OSO Report	\$8,823.53	Monthly	\$735.29
Individual Partner Meetings	5.88%	Meeting agendas, Meeting minutes, Action plan	\$8,823.53	Monthly	\$735.29
Quarterly Partner Coordination	5.88%	Meeting agendas, Meeting minutes, Action plan	\$8,823.53	Quarterly	\$2,205.88
Bi-Annual partner Meeting	5.88%	Meeting agendas, Meeting minutes, Action plan	\$8,823.53	Bi-Annual	\$4,411.76
Review of the AJCCs and reporting of the Hallmark of Excellence (every 2 years)	5.88%	Hallmark of Excellence Reports	\$8,823.53	Bi-Annual (every 2 years)	\$4,411.76
TOTAL NOT TO EXCEED	100.00%		\$150,000.00		

Overall Program Budget

Budget			
Budget Category		Budget Amount	
Wages			
Personnel Wages		\$78,547	
Total Wages		\$78,547	
Staffing			
Position Title	Annual Salary	FTE	Total Wages
One-Stop Operator	\$69,000	1.00	\$69,000
Project Accountant	\$82,160	0.10	\$8,216
HR/Office Manager	\$66,560	0.02	\$1,331
Total Costs		1.12	\$78,547
Fringe Benefits			
FICA - 7.65%		\$6,009	
FUTA - 0.18%		\$141	
SUTA - 1.53%		\$1,201	
Medical Benefits - 10.89%		\$8,554	
Life/Long-Term Disability - 0.33%		\$259	
Retirement - 3.98%		\$3,126	
Worker's Compensation - 2.43%		\$1,909	
Total Fringe Benefits		\$21,199	
Other Operating Costs			
Staff Travel		\$11,523	
Communications		\$1,008	
Insurance		\$896	
Office Supplies		\$596	
Equipment- Computer Replacements		\$3,674	
Audit Fees		\$300	
Payroll Processing Fees		\$81	
Quickbase		\$480	
Trasfr Virtual Reality Headsets		\$5,000	
Professional Development		\$112	
Background Checks		\$69	
Indirect - 10.43%		\$12,879	
Management Fee		\$13,636	
Total Other Operating Costs		\$50,254	
Total Costs		\$150,000	

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SAMPLE

XXXXXXXXXX Name:		
Mailing/Remittance Address:		
Invoice Number:		
Payment Request for Services Rendered		
Date.	Deliverable	Cost
Total for this Invoice:		\$

Catalog of Federal Domestic Assistance (CFDA) WIOA Adult Program # 17.258
Catalog of Federal Domestic Assistance (CFDA) WIOA Dislocated Worker # 17.278

PROFESSIONAL SERVICE AGREEMENT

for

AMERICA'S JOB CENTER OF CALIFORNIA ONE-STOP OPERATOR SERVICES

between

COUNTY OF RIVERSIDE

and

ARBOR E&T, LLC



JUN 27 2023 3.48

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	4
2. Period of Performance	4
3. Compensation	5
4. Alteration or Changes to the Agreement	6
5. Termination	6
6. Ownership/Use of Contract Materials and Products.....	7
7. Conduct of Contractor	7
8. Inspection of Service: Quality Control/Assurance.....	8
9. Independent Contractor/Employment Eligibility	8
10. Subcontract for Work or Services.....	10
11. Disputes	10
12. Licensing and Permits	11
13. Use by Other Political Entities	11
14. Non-Discrimination.....	11
15. Records and Documents	12
16. Confidentiality	12
17. Administration/Contract Liaison.....	12
18. Notices	13
19. Force Majeure	13
20. EDD Reporting Requirements.....	14
21. Hold Harmless/Indemnification	14
22. Insurance	15
23. General.....	17
Exhibit A-Scope of Service	23
Exhibit B-Payment Provisions	26
Exhibit C-Invoice/Payment Template.....	29

This Professional Service Agreement for America's Job Center of California One-Stop Operator Services ("Agreement"), is made and entered into effective the 1st day of July 2023, by and between ARBOR E&T, LLC, DBA Equus Workforce Solutions, a Kentucky Limited Liability Company, (herein referred to as the "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its WORKFORCE DEVELOPMENT DIVISION (WDD), (herein referred to as the "COUNTY").

RECITALS

WHEREAS, the COUNTY has entered into a grant agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA); and

WHEREAS, WIOA authorizes state and local workforce agencies such as the COUNTY, through the Riverside County Workforce Development Board, to provide oversight for the WIOA programs, including, but not limited to meeting State workforce performance goals, while addressing the workforce needs of the local economy; and

WHEREAS, the CONTRACTOR will serve as the facilitator and coordinator of the WDD's America's Job Center of California (AJCC) partner shared services, manage the Partner Memorandum of Understanding (MOU), and is expected to coordinate delivery of services utilizing the partner MOUs to sustain the unified system initiated by resource sharing and joint infrastructure cost funding; and

WHEREAS, in connection with the State of California to administer the WIOA programs', the COUNTY issued a Request for Proposal, Program Year 2023-2024 (RFP) on February 01, 2023 to solicit America's Job Center of California One-Stop Operator Services to work with the WDD's AJCC and to serve as the facilitator and coordinator for partner shared services, and manage the Partner MOU. The RFP is incorporated herein by this reference; and

WHEREAS, CONTRACTOR responded to the RFP and based on CONTRACTOR's prior experience as a One-Stop Operator, COUNTY awarded CONTRACTOR with an allocation of WIOA funds to provide One-Stop Operator services; and

WHEREAS, the COUNTY desires to contract with the CONTRACTOR based on an evaluation teams recommendation and the CONTRACTORS's responses to the RFP.

NOW THEREFORE, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY and CONTRACTOR hereby agree as follows:

1. Description of Services

1.1 The CONTRACTOR shall provide One-Stop Operator services as outlined and specified in the Scope of Services, attached hereto, and incorporated herein as Exhibit A, the Payment Provisions, attached hereto and incorporated herein as Exhibit B, and the RFP, at the not to exceed fee stated in Paragraph 3.1. The RFP and CONTRACTOR's response to the RFP submitted on March 07, 2023, are each hereby incorporated herein by this reference.

1.2 CONTRACTOR represents that it has the skills, experience, knowledge, personnel, equipment, and facilities necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

The CONTRACTOR shall perform the scope of services for the COUNTY in a timely manner and COUNTY'S satisfaction, as more specifically set forth in Exhibit A, Scope of Services, and in Exhibit B, Payment Provisions, as such services are necessary for the provision of One-Stop Operator Services. This Agreement shall commence effective July 1, 2023, and expire on June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, pursuant to the Payment Provisions set forth in Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed one-hundred and fifty thousand dollars (\$150,000.00) annually, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or products, unless agreed to by the COUNTY in writing.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index (CPI)- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and conforming to Exhibit C, attached hereto, and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. The CONTRACTOR shall prepare invoices in duplicate and send the original and duplicate copies of invoices to:

**RIVERSIDE COUNTY WORFORCE DEVELOPMENT DIVISION
ATTN: ACCOUNTS PAYABLE
1325 SPRUCE ST. SUITE 400
RIVERSIDE, CA 92507**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total and shall conform to the Invoice Form

attached hereto as Exhibit C.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, the COUNTY is not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent, or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<https://www.visualofac.com/regulations/excluded-parties-list-system>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR

further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service: Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the

CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded healthcare services by contract with COUNTY in the event that they are currently sanctioned

or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended, or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. **Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the CONTRACTOR and COUNTY. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither COUNTY nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

13. Use By Other Political Entities

13.1 The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall comply with the nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity. The CONTRACTOR will "comply fully with the nondiscrimination and equal opportunity provisions of the WIOA" (29 CFR Part 38 Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42

U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Agreement.

15. Record Retention and Documents

CONTRACTOR shall retain all records pertaining to this Agreement for a period of seven (7) years after termination of this Agreement. If, at the end of seven (7) years, there is an ongoing litigation or an audit involving those records, the CONTRACTOR shall retain the records until the resolution of such litigation or audit is completed. The Department of Labor, the Grantor, and the COUNTY reserve the right to monitor and visit, announced or unannounced, the CONTRACTOR facilities at any time during normal business hours. The monitoring shall be conducted in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

WORKFORCE DEVELOPMENT
DIVISION ATTN: HEIDI MARSHALL
DIRECTOR OF HOUSING AND
WORKFORCE SOLUTIONS
1325 SPRUCE ST. SUITE 400
RIVERSIDE, CA 92507

CONTRACTOR

ARBOR E&T, LLC EQUSS WORKORCE
SOLUTIONS
ATTN: ADRINEH TERANTONIAN
23080 ALESSANDRO BLVD., SUITE 236
MORENO VALLEY, CA 92553

(COPY TO):
ARBOR E&T, LLC
OFFICE OF GENERAL COUNSEL
805 N. WHITTINGTON PARKWAY, SUITE 400
LOUISVILLE, KY 40222

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement, when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its Local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at: www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception

of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

23.13 If any project produces patentable items, patent rights, processes, or inventions in the course of work under a Department of Labor (DOL) grant or agreement, the CONTRACTOR shall report the fact promptly and fully to the COUNTY. The COUNTY shall report the fact to the Grant Officer at DOL.

Unless there is a prior agreement between the COUNTY and the DOL or its representative on these

matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34.

23.14 Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the COUNTY which developed the work are free to copyright material or to permit others to do so. The COUNTY and the Workforce Development Board shall have a royalty-free, non-exclusive, and irrevocable license to produce, publish, and use and to authorize other to use all copyrighted material.

23.15 All original reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the COUNTY.

23.16 Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier). The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Agreement.

23.17 The CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under WIOA. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the CONTRACTOR's office and always made available for audit and monitoring purposes for a period of no less than seven (7) years after the COUNTY makes final payment and all pending matters are closed.

23.18 The CONTRACTOR will comply with controls, recordkeeping, and accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper accounting for funds paid under this Agreement. At such times and in such form, the COUNTY may require statements, records, reports, data, and information pertaining to this Agreement be maintained on file for purpose of an audit

or examination. Retention of all records for seven (7) years after the County makes final payment and all other pending matters are closed, is required.

23.19 The CONTRACTOR shall establish and implement appropriate internal management procedures to prevent fraud, abuse, and criminal activity. Further, the CONTRACTOR shall establish a reporting process to ensure that the COUNTY is notified immediately of any allegation of WIOA-related fraud, abuse, or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the CONTRACTOR's file.

23.20 Should the CONTRACTOR fail to perform the services as outlined in Exhibit A, the COUNTY and the CONTRACTOR will meet and confer to modify the Scope of Services and compensation arrangements.

23.21 CONTRACTOR represents and warrants that CONTRACTOR is registered to do business in the State of California with the California Secretary of State.

23.22 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts amount parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Page Intentionally Blank]

[Signatures on Following

Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Workforce Development Division

By: Heidi Marshall
Heidi Marshall
Director of Housing and Workforce Solutions

Dated: 7/6/2023

ARBOR E&T, dba Equus Workforce Solutions
a corporation of the State of Kentucky

By: Mark Douglas
Mark Douglas
President and CEO

Dated: 06/23/2023

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez
Deputy County Council

**EXHIBIT A
SCOPE OF SERVICES**

ROLES AND RESPONSIBILITIES OF THE AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) OPERATOR:

1. CONTRACTOR shall facilitate, access and report to the County of Riverside Workforce Development Department (WDD), the coordination of service delivery of required AJCC partners and service providers.
2. CONTRACTOR shall ensure AJCC One-Stop Operator oversee the electronic partner referral system. Contractor will work with partners that are unable to implement electronic partner referral with an alternate referral system.
3. CONTRACTOR shall develop a script to present information to the WDD in an easy-to-understand format without jargon or acronyms to explain the role of the AJCC One-Stop Operator in the workforce system. Updates shall be brief and no longer than two minutes in duration.
4. CONTRACTOR shall acknowledge the AJCC One-Stop Operator's regular newsletters and weekly email notification to AJCC partners shall not constitute the full scope of required communications with partners. The AJCC One-Stop Operator shall facilitate one stop coordination and arrange additional meetings with partners as needed or requested, as well as providing training and resource information for new and existing AJCC partners.
5. CONTRACTOR shall ensure the AJCC One-Stop Operator shall proactively provide relevant information to the AJCC partners in the form of announcing opening/closures of AJCC's, changes to operational schedules, service delivery and availability of in-person appointments, use of the Career Resource Areas (walk-in or appointment), virtual appointments, on-demand orientations, workshops, live distance learning and any other partner services.
6. CONTRACTOR shall ensure the AJCC One-Stop Operator updates the detailed AJCC partner matrix and a quick reference at-a-glance guide for all partners. CONTRACTOR shall provide a draft of the detailed matrix and at-a-glance guide to the COUNTY by August 31, 2023. The AJCC One-Stop Operator is responsible to provide and inform each partner of the full range of services available amongst each AJCC partner. The AJCC One-Stop Operator shall update the matrix monthly and provide in a format that is easily accessible/self-service to ensure partners are informed of each partner services available. The matrix will include up-to-date contact names, phone numbers and emails. The AJCC One-Stop Operator shall maintain and post the matrix and at-a-glance guide on the COUNTY'S SharePoint intranet in the AJCC Partner container.
7. CONTRACTOR shall provide COUNTY with Partner Meeting schedule to include the Joint Integrated Management Meetings (HMM), Business Engagement Team (BET) and general partner meetings scheduled monthly, quarterly, and bi-annually. Updated calendars shall be posted to the COUNTY SharePoint intranet in the AJCC Partner container as necessary for access by all partners. CONTRACTOR shall insure COUNTY receives meeting calendars to the COUNTY no later than August 1st annually, or within 60 days of agreement execution.

Meeting agendas and the annual meeting calendar shall be posted by CONTRACTOR on the COUNTY SharePoint intranet for access by all AJCC partners.

8. CONTRACTOR shall ensure all comprehensive and affiliate AJCC sites are included in the partner calendar, along with notification to all AJCC partners whether co-located or non-co-located at the AJCCs; provide an

AJCC One-Stop Operator report for (monthly, quarterly, and bi-annual meetings). CONTRACTOR shall use a template for meetings and notes and upload to the COUNTY SharePoint intranet for review by partners.
9. COUNTY shall email the AJCC One-Stop Operator the Workforce Development Board survey results once receipt of the reports for internal observation of AJCC operations and to facilitate partner process improvements within the AJCC system.
10. CONTRACTOR shall ensure AJCC One-Stop Operator provides proactive and innovative ways to involve partners in understanding each partners' role within the AJCC system. The AJCC One-Stop Operator shall conduct quarterly focus groups and surveys to confirm all partners understanding of their role in creating improvements for customer outcomes within the AJCC system. Results of the partner focus groups, surveys, Continuous Quality Improvement surveys (aggregate), partner process improvements, innovations and best practices shall be published by the AJCC One-Stop Operator and made available to all partners to review in the COUNTY SharePoint intranet.
11. CONTRACTOR shall have AJCC One-Stop Operator conduct monthly onsite visits to each Comprehensive AJCC and shall conduct virtual meetings or phone contact to network with partners; Riverside, Hemet, Indio, and Moreno Valley; Affiliate AJCC; Blythe, and Corona/Norco Adult School to be visited on a quarterly basis to network with all onsite AJCC partners.
12. CONTRACTOR shall facilitate, assess, and report on the implementation of partner responsibilities and contributions agreed upon in the Partner Memorandum of Understanding.
13. CONTRACTOR shall assess each partner's in-kind contributions to the AJCC's and shall refer partner to the COUNTY if amendments are necessary. The AJCC One-Stop Operator shall meet with partners as needed to fully develop and grow partnerships as appropriate. Meetings shall be coordinated by either funding titles and/or grouped according to populations served to discuss partner roles and contributions to the AJCC's and address questions, changes, or concerns. Not all partners are capable of expanding contributions to the AJCC and may remain static in their partnership. The One-Stop Operator shall also facilitate the orientation of new partners to the AJCC system.
14. CONTRACTOR shall have the AJCC One-Stop Operator communicate to COUNTY regarding partner Amendment requests. If required, Amendments shall be requested and submitted no later than March 31 of each program year to the to allow COUNTY sufficient time to review the Resource Sharing Agreements, to include budget revisions, changes to partner contributions, cash, in-kind contributions, secure approvals, authorized partner signatures and forms as required per the WIOA Partner MOU.

15. CONTRACTOR shall require the AJCC One-Stop Operator submit written reports addressing the on-going coordination of AJCC partners and service providers to the COUNTY Deputy Director and/or the WDB Executive Committee on a quarterly basis. The reports shall consist of activities occurring with the partners and service providers:
16.
 - a. Create an inclusive environment, foster consensus and an equal voice for all AJCC partners; both co-located and non-co-located (Comprehensive and Affiliate sites).
 - b. Facilitate and encourage partner communication and on-going referral of common customers to, and within the AJCC System.
 - c. Deploy a tracking system to measure each partners usage of the AJCC, including non-co-located partners (in order to determine future Resource Sharing reporting requirements to be implemented by the State Workforce Services Division);
 - d. Use electronic surveys to query AJCC partners to address Continuous Quality Improvement (CQI), focus groups amongst all AJCC partners to insure consistent communication (coordination), customer service
(External, internal and across partners) and processes (service delivery) to all workforce customers. The intent of CQI is a data driven improvement process through a Plan-Do-Check-Act cycle.
 - e. Communicate policies established by the WDD.
17. CONTRACTOR and the AJCC One-Stop Operator and the Adult and Dislocated Worker Service Provider (COUNTY) shall ensure timely review of State Directives and/or Draft Directives issued by the Employment Development Department, Workforce Services Division for review by the workforce community. As Local Workforce Development Area (COUNTY) policy is updated, COUNTY shall email policy updates to the One-Stop Operator. CONTRACTOR and COUNTY must determine the impact of any WIOA policy revisions or new policy directives and ensure local policy implementation is clearly communicated; first electronically; at the JIMM's and disseminated amongst all partner staff of the AJCCs, (co-located and non-co-located partners).
18. CONTRACTOR and WDD shall insure the AJCC's adhere to all applicable Federal and State guidance.
19. CONTRACTOR shall insure the One-Stop Operator provides the following reports to the partners and COUNTY:
 - a. Labor Market Information (partners)
 - b. Customer Service Observation (partner interaction)
 - c. Customer Resource Area (CQI Observation)
 - d. Monthly Status and Deliverable Reporting
 - e. CQI Monthly site visit results
 - f. Partner improvement plans

EXHIBIT B
PAYMENT PROVISIONS

CONTRACTOR shall provide the following deliverables at the rates identified below:

Deliverable	Percentage of OSO Time	Evidence of Completion	Amount	Frequency Billed	Amount to be Billed
Detailed AJCC partner matrix updated monthly	5.88%	CQI review sheets, meeting notes, usage reports	\$8,823.53	Monthly	\$735.29
Coordination of service delivery of partners and service providers	5.88%	CQI review sheets, meeting notes, usage reports	\$8,823.53	Monthly	\$735.29
CQI monthly review of partners services in accordance with MOU	5.88%	CQI review sheets	\$8,823.53	Monthly	\$735.29
Survey Results	5.88%	Partner Survey Report/Survey Monkey (quarterly) Customer Survey Reports (monthly)	\$8,823.53	Monthly	\$735.29
Presentation to the WDB	5.88%	Presentation Template	\$8,823.53	Quarterly	\$2,205.88
Newsletters and weekly email notification to AJCC partners	5.88%	Newsletter Copy of email	\$8,823.53	Newsletter (monthly) Email notification (weekly)	\$735.29
Customer service observation (partner interaction with job seekers) Monthly site visits to Comprehensives	5.88%	CQ checklist (Three partners observed per month)	\$8,823.53	Monthly	\$735.29

New Partner Outreach	5.88%	Outreach tracking sheets, meeting notes, flyers of community events	\$8,823.53	Monthly	\$735.29
Report on the implementation of partner responsibilities and contributions per MOU	5.88%	Monthly MOU Review Report	\$8,823.53	Monthly	\$735.29
Monthly status deliverable reporting	5.88%	Monthly OSO Report	\$8,823.53	Monthly	\$735.29
Provide updated LMI to partners	5.88%	LMI Data	\$8,823.53	Monthly	\$735.29
Reports for on- going coordination of AJCC partners and service	5.88%	Quarterly Referral Tracking Reports	\$8,823.53	Quarterly	\$2,205.88
AJCC One-Stop Operator report for all partner meetings	5.88%	Monthly OSO Report	\$8,823.53	Monthly	\$735.29
Individual Partner Meetings	5.88%	Meeting agendas, Meeting minutes, Action plan	\$8,823.53	Monthly	\$735.29
Quarterly Partner Coordination	5.88%	Meeting agendas, Meeting minutes, Action plan	\$8,823.53	Quarterly	\$2,205.88
Bi-Annual partner Meeting	5.88%	Meeting agendas, Meeting minutes, Action plan	\$8,823.53	Bi-Annual	\$4,411.76
Review of the AJCCs and reporting of the Hallmark of Excellence (every 2 years)	5.88%	Hallmark of Excellence Reports	\$8,823.53	Bi-Annual (every 2 years)	\$4,411.76
TOTAL NOT TO EXCEED	100.00%		\$150,000.00		

Overall Program Budget

Budget			
Budget Category		Budget Amount	
Wages			
Personnel Wages		\$78,547	
Total Wages		\$78,547	
Staffing			
Position Title	Annual Salary	FTE	Total Wages
One-Stop Operator	\$69,000	1.00	\$69,000
Project Accountant	\$82,160	0.10	\$8,216
HR/Office Manager	\$66,560	0.02	\$1,331
Total Costs		1.12	\$78,547
Fringe Benefits			
FICA - 7.65%		\$6,009	
FUTA - 0.18%		\$141	
SUTA - 1.53%		\$1,201	
Medical Benefits - 10.89%		\$8,554	
Life/Long-Term Disability - 0.33%		\$259	
Retirement - 3.98%		\$3,126	
Worker's Compensation - 2.43%		\$1,909	
Total Fringe Benefits		\$21,199	
Other Operating Costs			
Staff Travel		\$11,523	
Communications		\$1,008	
Insurance		\$896	
Office Supplies		\$596	
Equipment- Computer Replacements		\$3,674	
Audit Fees		\$300	
Payroll Processing Fees		\$81	
Quickbase		\$480	
Trasfr Virtual Reality Headsets		\$5,000	
Professional Development		\$112	
Background Checks		\$69	
Indirect - 10.43%		\$12,879	
Management Fee		\$13,636	
Total Other Operating Costs		\$50,254	
Total Costs		\$150,000	

EXHIBIT C
INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SAMPLE

XXXXXXXXXX Name:		
Mailing/Remittance Address:		
Invoice Number:		
Payment Request for Services Rendered		
Date.	Deliverable	Cost
Total for this Invoice:		\$

✓

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Jacki McCreary

Address: 17865 Gardner Ln

City: Riverside Zip: 92504

Phone #: 951-237-2077

Date: 6-27-23 Agenda # 3141

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.